

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: June 18, 19, 2003

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance 

**AGENDA ITEM WORDING:** Approval to award bid and enter into a contract with Azurix North America American Water Services, for the operation and maintenance of the wastewater treatment plant located at the Plantation Key Government Complex.

**ITEM BACKGROUND:** On August 14, 2003, the current contract with Synagro Southeast, Inc. will expire with no additional options to renew. A bid opening was held on May 13, 2003 with Azurix North America American Water Services submitting the lowest responsive bid.

**PREVIOUS RELEVANT BOCC ACTION:** N/A

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** \$7,200 per yr. Oper & Maint  
\$50.00 per hour repairs normal hours  
\$75.00 per hour overtime  
Cost + 15% sludge removal & handling fee for parts

**BUDGETED:** Yes X No     

**COST TO COUNTY:** Same

**SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** CX3

**ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING OFFICE  
TABULATION SHEET**

OPEN DATE: MAY 13, 2003 AT 11:00 AM

TITLE : OPERATION & MAINTENANCE SEWAGE TREATMENT PLANT PLANTATION KEY GOVERNMENT  
COMPLEX MONROE COUNTY, PLANTATION KEY, FLORIDA

BID-133-232-0-2003/LC

RESPONDENT	BID BOND	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5
Azurix North America American Water Services	Yes 5%	\$600.00 PER MO. \$7,200.00 PER YR.	\$50.00	\$75.00	+15%	+15%
Synagro Southeast, Inc.	Yes 5%	\$750.00 PER MO. \$9,000.00 YR.	\$55.00	\$110.00	+20%	+20%

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office.

Members of the Public Present:

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: Azurik North America Contract # \_\_\_\_\_  
 Effective Date: 08/15/03  
 Expiration Date: 08/14/04

Contract Purpose/Description:  
Operation and Maintenance of the wastewater treatment plant located at the Plantation  
Key Government Complex.

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Contract Manager: Ann Mytnik 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 06/18/03 Agenda Deadline: 06/03/03

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 15,000 app Current Year Portion: \$ 2,000.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-  
 Grant: \$ N/A  
 County Match: \$ N/A

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Chris Preme</u>	<u>5/29/03</u>
Risk Management	<u>5/19/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Gunka</u>	<u>5/19/03</u>
O.M.B./Purchasing	<u>5/19/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/20/03</u>
County Attorney	<u>5/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/21/03</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OMB Form Revised 7/27/01 MCP #2

**RECEIVED**

MAY 23 2003

BY: [Signature]

## **CONTRACT**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of June, 2003, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Azurix North American, American Water Services, (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

### **1.00 THE CONTRACT**

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

### **1.01 THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

### **1.02 SCOPE OF THE WORK**

The Contractor shall provide operation & maintenance, repairs, and all services to comply with DEP requirements, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in the Contract Specifications entitled:

**Operation & Maintenance  
Sewage Treatment Plant  
Plantation Key Government Complex  
Monroe County, Plantation Key, Florida**

And his bid dated May 13, 2003, each attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

### **1.03 THE CONTRACT SUM**

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30<sup>th</sup> day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for sewage treatment plant operation and maintenance performed under the Specifications contained herein. The Contract price (as stated in the Contractor's proposal) must be invoiced as follows:

- Monthly Operation and Maintenance Services \$600.00 per month  
(as outlined in the contract specifications)
- Repairs (routine, prior approval required). Normal  
working hours of 8:00 a.m. to 5:00 p.m. Monday  
through Friday, beyond the \$500.00 limit \$50.00 per hour

- Emergency service call. Overtime rate for hours other than the normal working hours as stated above, including weekends and holidays \$75.00 per hour
- Handling fee for parts required for operation, maintenance, repairs, and emergency service Cost + 15 %
- Sludge removal (beyond four per year required as regular maintenance) Cost + 15 %

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

#### 1.05 TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing September 1, 2003 and terminating August 31, 2004.
- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

#### 1.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

#### **1.07 INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

#### **1.08 ASSURANCE AGAINST DISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

#### **1.09 ASSIGNMENT/SUBCONTRACT**

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

#### **1.10 COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

#### 1.11 INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

#### 1.12 FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

#### 1.13 PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

#### 1.14 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY  
Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

FOR CONTRACTOR  
Azurix North America  
American Water Services  
4925 Cross Bayou Blvd.  
New Port Richey, FL 34652

#### 1.15 CANCELLATION

A) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to

perform the services enumerated as the Contractor's obligations under this contract.

- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

**1.16 GOVERNING LAWS**

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to reasonable market value attorney's fees and costs.

**1.17 CONTINGENCY STATEMENT**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)

Attest:

CONTRACTOR  
AZURIX NORTH AMERICA  
AMERICAN WATER SERVICES

By: \_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

BY:   
SUZANNE A. HUTTON

5/21/03